

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Bennett D. Krasner, Esq. (bk 8375)
1233 Beech Street #49
Atlantic Beach, NY 11509
(516) 889-9353
Attorney for Plaintiff, L & L Wings, Inc.

L & L WINGS, INC.

Plaintiff,

-against-

MARCO-DESTIN INC., 1000 HIGHWAY 98
EAST CORP., PANAMA SURF & SPORT,
INC., and E & T INC.,

Defendants.

Civil Action No. CV-07-4137
(BSJ) (GWG)

**PLAINTIFF'S RULE 26 INITIAL
DISCLOSURES**

Plaintiff, L & L Wings, Inc., submit this disclosure statement pursuant to Rule 26 of the Federal Rules of Civil Procedure. Pursuant to Fed. R. Civ. P. 26(e), plaintiff reserves its right to supplement the disclosures made herein as discovery and plaintiff's investigation progress.

I. POTENTIAL WITNESSES [Fed. R. Civ. P. 26(a)(1)(A)]

| NAME | CONTACT INFORMATION (If known) |
|-----------------------|---|
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II. DOCUMENTS [Fed. R. Civ. P. 26(a)(1)(B)]

Copies of most of the documents and information relevant to Plaintiff's claims are already in Defendants' possession, custody and control, namely the Licensing Agreement entered into between the parties. The Defendants' and their attorney were given copies when the agreement was executed.

Plaintiff will make available those non-privileged, relevant documents that are in its possession, custody or control, and that tend to support Plaintiff's positions in this case. In particular, Plaintiff will make available the following general categories of documents:

Document:

Licensing Agreement

Location:

Plaintiff's counsel

III. DAMAGES [Fed. R. Civ. P. 26(a)(1)(C)]

Plaintiff seek damages, the amount of which is set forth in the Licensing Agreement and is measured by a fixed amount per day per store for the failure to remove the trademark at the end of the term of the Licensing Agreement.

IV. INSURANCE AGREEMENT [Fed. R. Civ. P. 26(a)(1)(D)]

Not applicable.

Dated: Atlantic Beach, New York
October 28, 2007

Respectfully submitted,

Bennett D. Krasner

Bennett D. Krasner, Esq. (bk 8375)
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I hereby certify that on October 28, 2007 I electronically filed the foregoing: Plaintiff's Rule 26 Initial Disclosures with the Clerk of the District Court using the CM/ECF system.

Dated: Atlantic Beach, New York
October 28, 2007

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